of necessity after the necessity had ceased, owing to the opening of a street. *Held*, that his user did not become adverse until the land owner had notice of the hostile claim.

The possession of one who enters upon land under a license, and who does nothing inconsistent with his holding as licensee, does not begin to be adverse until he notifies the licensor of the hostile claim. *St. Joseph v Steel*, 122 Mich. 70. A use which begins under a license will not be considered adverse until the license is repudiated and such repudiation brought home to the knowledge of the owner of the servient estate. 22 Am. Eng. Enc. Law. 1198. The decision in the principal case appears to be based upon the doctrine laid down in these two citations taken from the opinion while nothing is said of the difference which manifestly exists between the position of one who uses a way in the capacity of a license and one who continues to use a way which the law gave to him on account of his necessitous condition, the right to the use of which disappears *ipso facto* when the necessity is removed. There are no decisions directly on this point, but since it is well established that a way of necessity ceases as soon as the necessity to use it ceases, *Collins v. Prentice*, 15 Conn. 35; *Trust Co. v. Milnor*, 1 Barb. 353; *Viall v. Carpenter*, 80 Mass. 126, it may well be argued that the user being open, notorious and under claim of right, the statute would begin to run irrespective of whether or not the owner of the servient estate had knowledge that the user was no longer due to necessity.

SHIPPING—LIMITATION OF LIABILITY—KNOWLEDGE OF OWNERS.—WEISSHAAR V. KIMBALL CO., 128 FED. 397 (C. C. A.).—Where the president of a steamship company was present in a small boat sent ashore by one of the company's ships, and acquiesced in the negligent overloading of a boat, whereby a passenger was drowned, *held*, that such negligent overloading was with the "knowledge of the ship owners," such that the company was not entitled to limitation of liability for the injuries resulting.

Where the unseaworthy condition of a vessel would be shown by a proper examination, her owners are chargeable with knowledge thereof, so that the owners cannot avail themselves of the limited liability acts of the United States. *In re Myers Co.*, 57 Fed. 240. But knowledge of latent defects in a boiler is not to be imputed to a corporation, if the corporation has in good faith employed a competent person to inspect the boiler. *The Annie Faxon*, 21 C. C. A. 366. And knowledge by a wrecking master employed by an underwriter is not knowledge of the owner so as to charge the owner with responsibility for negligence of a wrecking master beyond the value of the vessel. *Craig v. Ins. Co.*, 141 U. S. 638.

TORTS—JOINT WRONGDOERS—RELEASE OF ONE—EFFECT.—CAREY V. BILBY, 129 FED. 203 (C. C. A.).—Where one tortiously injured releases one of two joint tort feasors, but expressly reserves all right of action against the other tort feasor, *held*, that such reservation is valid, so that the release does not bar action against the other tort feasor.

Some courts hold that the policy of the law demands the discharge of other tort feasors when one is released, even though the release expressly provides to the contrary. *Mitchell v, Allen*, 25 Hun (N. Y.) 543. But others hold that the consideration for the release of one satisfies the claims against the other only *pro tanto*,—a rule which prevents double satisfaction and yet carries on the intention of the parties. *Smith v. Gayle*, 58 Ala. 600; *Cham-*

berlin v. Murphy, 41 Vt. 110. And the other tort feasors should be held liable for so much of the tort as remains unsatisfied. *Sloan v. Herrick*, 49 Vt. 328. These latter cases represent the trend of modern decisions, which prefer to enforce the equities and intention of the parties; whereas the older cases preferred what was considered to be strict consistency with the theory of releases.

TRADING STAMPS—"GIFT ENTERPRISE."—CITY OF WINSTON ET AL V. BEESON ET AL, 47 S. E. 451 (N. C.).—In an attempt by a municipal corporation to tax a "trading stamp" concern under a city charter authorizing the taxation of a "gift enterprise or lottery," *held*, that manufacturers and dealers in trading stamps sold to merchants, to be given to cash customers and absolutely redeemable in goods offered by the trading stamp concern, without restriction except as to the number redeemable at any one time, were not engaged in a "gift enterprise or lottery."

A lottery is a scheme for obtaining goods or money by chance or hazard. *State v. Mumford*, 73 Mo. 650; *State v. Clarke*, 33 N. H. 334; *Wilkinson v. Gill*, 74 N. Y. 63. "Gift enterprise" is an expression kindred to and used synonymously with the word "lottery." Trading stamp business is a legitimate exercise of one's right to prosecute his own business in his own way. *Young v. Commonwealth*, 101 Va. 853. It is a device to attract customers and is as innocent as any other form of advertising. *Ex parte McKenna*, 126 Cal. 429. There is nothing in the transaction offensive to the statute against lotteries and gift enterprises. *State v. Shugart*, 138 Ala. 86. The element of chance is wholly wanting. *State v. Dalton*, 22 R. I. 77; *Commonwealth v. Sisson*, 178 Mass. 578. The case of *Lansburgh v. District of Columbia*, 11 App. D. C. 512, while apparently an exception to the rule here laid down, is nevertheless readily distinguished. The Statutes of the District of Columbia defined "gift enterprises" and the way in which the plaintiff in error conducted the trading stamp business in this case was easily construed within that definition.